

## XEPPT DIGITAL WALLET TERMS OF SERVICE

### 1. Introduction

These Terms of Use (the “**Terms**”) form a legally binding contract that regulates the relationship between XEPPT Inc., a company incorporated under the laws of Ontario (“**We,**” “**Us,**” or the possessive “**Our**” as applicable) and users (“**You**” or “**Users**”) of the XEPPT digital wallet (the “**App**” or the “**Digital Wallet**”) our website accessible at <https://xeppt.com/> the “**Website**”) and associated Services provided by us (the “**Services**”)

By visiting or using the App, Website or any of Our Services (collectively the “**Platform**”), You agree that You have read, comprehend, and agree to be bound by these Terms. Our privacy policy (the “**Privacy Policy**”) which can be viewed at <https://xeppt.com/privacy-policy> also forms part of and is integrated into these Terms by way of reference. If You do not agree to be governed by these Terms and the Privacy Policy, You may not access the Platform.

If You are using the Platform on behalf of a company, entity, or organization (collectively, a “**Subscribing Organization**”) then You represent and warrant that You: (a) are an authorized agent or representative of that Subscribing Organization with the permission to bind such a Subscribing Organization to these Terms; (b) have read and comprehend these Terms, and (c) agree to these Terms on behalf of such Subscribing Organization.

### 2. Amendment of Terms

These Terms may be periodically amended by Us. We will provide notice of such changes by displaying them clearly on the Platform or providing You prior notice through the contact information You have shared with us. By continuing to use the Platform after such amendments to the Terms take effect, You agree to abide by the Terms as amended. If You do not agree to be governed by the amended Terms, You must immediately terminate all use of the Platform.

### 3. Additional Terms

Before creating an account on our Platform (an “**Account**”) or using our Digital Wallet You may be required to agree to additional terms as set out through our sign-up process (the “**Additional Terms**”), which will be available to you on account sign-up, as well as comply with any other requirements imposed by us, including submitting any client verification information requested by us. We reserve the right to refuse the right to register an Account on our Platform to anyone for any reason in Our sole discretion.

### 4. XEPPT Deposit Waitlist Bonus

The first 1,000 users to join our waitlist for our XEPPT Digital Wallet solutions will be eligible to receive a \$50 “welcome” bonus credit on opening an Account (the “**Welcome Bonus**”). In order to claim the Welcome Bonus You must be deemed eligible and approved to open an Account on the Platform by Us, including by providing any necessary client verification information requested by Us and deposit a minimum of \$ 50 in your Account in the first 10 days after opening your Account. The Welcome Bonus may not be transferred or exchanged, and any individual User may only claim a single Welcome Bonus. Users attempting to circumvent this restriction, including through joining the waitlist multiple times with different contact information will be ineligible to receive the Welcome Bonus and may have their access to the Platform suspended. The Welcome Bonus may only be used on transactions using our Digital Wallet after the user has completed a minimum of \$ 50 of transactions through the Digital Wallet, and may not be withdrawn as cash from the Digital Wallet. Users who have their Account suspended or terminated by Us or otherwise breach these Terms (including any Additional Terms) will have their right to receive the bonus terminated and have any unused portion of the Welcome Bonus revoked without any

compensation. Additional terms for claiming the Welcome Bonus may apply, and We reserve the right to refuse the Welcome Bonus to any User for any reason.

## **5. Your Obligations**

By using accessing the Platform, You agree: (a) not to re-publish, modify, copy or otherwise infringe the intellectual property rights connected with any resources provided on the Platform; (b) that the Platform will be used by You only in accordance with all Canadian and foreign, federal, state and local statutes, orders and regulations (“**Applicable Laws**”), and under no circumstances will the Platform be used in a manner, or for any purpose that breaches Applicable Laws, or that may expose Us to civil or criminal liability; (c) not to submit any false or misleading information on the Platform; (d) not to hinder or attempt to interfere with the standard running of the Platform or any activities operated on the Platform (this includes taking any action that inflicts, or may inflict a disproportionate or unreasonably substantial load on the infrastructure of the Platform as determined by Us in our discretion); (e) not to gather or accumulate any information or data concerning the Platform or use any robot, scraper, spider or other automated means to access the Platform for any reason without our express written permission, and not to divulge any information regarding the Platform to third parties; (f) not to reverse engineer, decompile, disassemble or otherwise attempt to determine the source code of the Platform or use the Platform for competitive analysis or benchmarking purposes; (g) not to take any action that may damage, harm, or diminish in any way, Our reputation or Our public image; (h) not to use Platform for any conduct that could be interpreted as unlawful, abusive, threatening, stalking, tortuous, harmful, libelous, vulgar, defamatory, hateful, hostile, offensive, racially, obscene, ethnically or otherwise unacceptable or objectionable, including engaging in such conduct towards other users of the Platform; (i) not to upload any material to the Platform designed to interrupt or interfere with the Platform inclusive of, but not limited to viruses, spyware, worms, and malware; (j) not to infect the Platform with a virus or other computer code, files or programs designed to disturb, damage, destroy or limit the functionality of any computer hardware or software.

## **6. User Content**

By uploading material of any kind to the Platform (“**User Content**”), You hereby grant Us and our partners a worldwide, non-exclusive, sub-licensable, fully-paid, royalty-free license to use, modify, publicly perform, publicly display and distribute such User Content in any manner as determined by Us. You also represent and warrant that you are the owner of all intellectual property rights in such User Content or have a license granting You the right to grant the rights set out herein, and that uploading or publishing such User Content shall not infringe on the intellectual property rights of any third party. You agree that You are entirely responsible: (a) for all User Content that you upload, post, email, transmit, or otherwise make available via the Platform; and (b) for ensuring that such User Content is accurate, lawful, and does not include misleading information or infringe or violate anyone’s rights. You will not hold Us responsible or liable for any inaccuracies or for any errors or omissions in any User Content or for any loss, injury or damages of any kind incurred by Us as a result of the use of or reliance upon any User Content.

## **7. Third-Party Materials**

The Platform may include links to third party websites, services, products, or content (“**Third-Party Materials**”). We do not own, regulate or license any such Third-Party Materials and We make no endorsements, representations, guarantees, or warranties with respect to any Third-Party Materials. If You click-through on any link posted on the Platform, You do so at Your own risk and acknowledge that We (including, but not limited to, our owners, directors, officers, senior managers, agents, and employees) shall not be liable in any manner for any harm (including emotional harm), injury, cost, damage, or loss You may undergo as a result of doing so.

## **8. Contact by Us**

You agree that may contact You in respect to your Account or your activities on the Platform, including for example for the purpose of providing appointment confirmations, at the phone number, email address or other contact information provided by You when you created your Account, as well as through push notifications through our App.

You acknowledge that there may be additional fees charged by you by your phone carrier for receiving any communications and that you will be solely responsible for these fees. You also agree and acknowledge that we may use third-party service providers, including automated phone or text message providers, to communicate with you and consent to receiving communications from these providers.

#### **9. Intellectual Property Rights**

The Platform and materials provided on the Platform are Our intellectual property and We reserve all right to the same. Nothing in these Terms shall act as a license or assignment to such materials to You or any third party. Without limiting the generality of the foregoing, You may not copy, modify, create derivative works based upon, publicly display or otherwise commercially exploit the Platform or materials in any manner without our express written permission.

#### **10. Disclaimer of Warranties**

YOUR USE OF THE PLATFORM INCLUDING THE SERVICES ARE AT YOUR OWN RISK. THE PLATFORM, INCLUDING THE SERVICES IN WHOLE AND IN PART ARE PROVIDED, TRANSMITTED, DISTRIBUTED, AND MADE AVAILABLE ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY: (A) THAT THE PLATFORM, INCLUDING THE SERVICES, WILL BE UNINTERRUPTED OR ERROR FREE AND YOU ACKNOWLEDGE THAT ACCESS AND USE OF THE PLATFORM, INCLUDING THE SERVICES, MAY BE SUBJECT TO BUGS, MALFUNCTIONS, DELAYS, AND DOWNTIME.; (B) THAT THE PLATFORM WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; (C) AS TO THE QUALITY, ACCURACY, COMPLETENESS AND VALIDITY OF ANY INFORMATION OR MATERIALS IN CONNECTION WITH THE PLATFORM INCLUDING THE SERVICES; (D) THAT YOUR USE OF THE PLATFORM INCLUDING ANY SERVICES WILL MEET YOUR REQUIREMENTS; OR (E) THAT TRANSMISSIONS THROUGH THE PLATFORM OF YOUR DATA WILL BE SECURE OR FREE FROM SPYWARE OR MALWARE.

#### **11. Limitation of Liability**

BY ACCESSING THE PLATFORM, INCLUDING THE SERVICES YOU AGREE AND ACKNOWLEDGE THAT YOUR USE IS AT YOUR OWN RISK AND THAT WE, OUR SHAREOLDERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, AND THIRD PARTY BUSINESS PARTNERS (COLLECTIVELY "**RELEASED PARTIES**") SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LEGAL FEES, EXPERT FEES, COST OF PROCURING SUBSTITUTE SERVICES, LOST OPPORTUNITY, OR OTHER DISBURSEMENTS) WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, THROUGH THE ACCESS TO, USE OF, RELIANCE ON ANY MATERIAL OR CONTENT ON THE PLATFORM INCLUDING THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **12. Limitation Period**

UNLESS SUCH A RESTRICTION IS PROHIBITED BY LAW IN YOUR JURISDICTION OF RESIDENCE, ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR YOUR USE OF THE PLATFORM, INCLUDING THE SERVICES, MUST BE COMMENCED IN ARBITRATION WITHIN ONE (1) YEAR AFTER THE EARLIER OF THE DATE CAUSE OF ACTION IS DISCOVERED OR OUGHT TO HAVE BEEN DISCOVERED BY YOU BY THE EXERCISE OF REASONABLE DILIGENCE. AFTER SUCH (1)-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **13. Class Action and Jury Trial Waiver**

UNLESS SUCH A RESTRICTION IS PROHIBITED BY LAW IN YOUR JURISDICTION OF RESIDENCE, YOU AGREE, TO THE MAXIMUM EXTENT BY LAW TO: (A) WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST THE RELEASED PARTIES AND WHERE APPLICABLE, AGREE TO OPT OUT OF ANY CLASS PROCEEDINGS

AGAINST THE RELEASED PARTIES, INCLUDING THE US, RELATING TO THE SAME; AND (B) WAIVE ANY RIGHT TO HAVE ANY DISPUTE WITH THE RELEASED PARTIES RELATING TO THIS AGREEMENT RESOLVED THROUGH A JURY TRIAL.

#### **14. Indemnity**

By accessing the Platform and using the Services, You agree to indemnify and hold Us and our affiliated companies, officers, senior managers, directors, employees, partners and agents harmless from any demand or claim, including without limitation legal costs and reasonable attorneys' fees, made by any third party as a result of or arising out of Your conduct on this Platform, Your violation of these Terms or Your violation of any rights of any other party.

#### **15. Exception**

Notwithstanding the foregoing, the terms of Sections 10 to 12 and 14 above shall not apply to any damages suffered by You as a result of Our use for research purposes of any data obtained from You by Us, including User Content, that does not contain the personally identifiable information related to You or any third party.

#### **16. Applicable Law**

You acknowledge and agree that these Terms along with Your use of the Platform and Services are governed by the laws of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of law provisions.

#### **17. Dispute Resolution**

You agree that in the event of any dispute between You and Us arising out of or relating to these Terms or our relationship You shall consult and negotiate with Us in good faith and attempt to reach a solution satisfactory solution. If We are unable to resolve such dispute within a period of sixty (60) days from the date discussions began, then such dispute shall be referred to and finally resolved by mandatory and binding arbitration in accordance with the Arbitration Act (*Ontario*) The place of arbitration shall be Toronto, Ontario the number of arbitrators shall be one, and the language of the arbitration will be English. If the courts or applicable law in your province, state, or country will not permit you to consent to binding arbitration, then any legal suit, action, or proceeding arising out of or related to these Terms will be instituted exclusively in the courts of the Province of British Columbia, Canada or the federal courts of Canada, as applicable, and you irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

#### **18. Age of Majority**

This Platform is not intended for persons who are under the age of 19 or the age of majority in their jurisdiction. By accessing or using the Platform, You represent and warrant that You are above the age of 19 and above the age of majority in Your jurisdiction. If You are under the age of 19 or the age of majority in Your jurisdiction You must immediately terminate all use of the Platform.

#### **19. Severability**

If any provision of these Terms, or the application of such provision to any individual or incident, will be held unenforceable, the remainder of these Terms, or the application of such provision to any individual or incident other than those to which it is held unenforceable, will not be influenced by it to the degree that doing so will not affect the primary objective of the Terms.

#### **20. Entire Agreement**

These Terms and any Service Agreement contain the entire agreement between the parties relating to the subject matter thereto and supersede all previous agreements, negotiations, understandings and discussions between the

parties, and there are no warranties, representations, conditions, covenants, or other terms other than those clearly contained in these Terms. These Terms may only be amended by Us in writing as is set out in section 2 of these Terms. In the event of any conflict between these Terms and the Service Agreement, the terms of the Service Agreement shall govern.

**21. Force Majeure**

In no event will We be liable or responsible to you, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent that such failure or delay is caused by any circumstances beyond Our reasonable control, including acts of God, flood, fire, public health emergency, pandemic or communicable disease outbreak, earthquake, tsunami, war, terrorism, riot or other civil unrest, embargoes or blockades in effect on or after the date of these Terms, national or regional emergency, strikes, labour stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including restrictions resulting from a health emergency, pandemic or communicable disease outbreak, such as quarantines or other governmental restrictions.

**22. Waiver**

No waiver of any of these Terms shall be inferred from or implied by anything done or omitted by Us, save for an express waiver in writing. No waiver, condoning, excusing or overlooking by Us of any default or breach of these Terms shall operate as a waiver of our rights under these Terms in respect of any continuing or subsequent default or breach of these Terms.

**Effective Date:** 2024-11-09